

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

CONSENT AGENDA

ITEM NO. 15

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Andrew Martin, Louis A. Lendman, Milo D. Nitschke, and file

SUBJECT: Navidad – Martin to Salinas

DATE: December 11, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance accepts the low qualified responsive bid and awards a construction contract in the amount of \$223,046.51 payable to E-Z Bel Construction, Ltd., a MBE firm and authorizes \$18,513.75 for construction contingency expenses and \$12,959.63 for expense recovery for an overall total of \$254,519.89 in connection with Navidad – Martin to Salinas, an authorized Community Development Block Grant (CDBG) project, located in Council District 1. Of the \$254,519.89 total amount, \$216,610.88 will be funded by CDBG funds and \$37,909.01 will be funded by San Antonio Water System (SAWS).

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

This project includes the reconstruction of Navidad from Salinas to Martin to provide a 30 foot street section and will provide 4 foot sidewalks, driveway approaches and the necessary drainage improvements. The project will also reconstruct Beso Lane incidental to the Navidad reconstruction. This project is scheduled to begin construction in January 2004 and to be completed by May 2004.

This Project was advertised for construction bids in the Commercial Recorder, the San Antonio Informer, and La Prensa in October 2003. In addition, the bid announcement was made on TVSA, through the SBEDA Office and Dodge Report. Plans were also available for review by potential bidders in the Public Works Office.

Bids for the Project were opened on November 12th, 2003 with three (3) bidders responding. A matrix reflecting the outcome of the bid process is attached.

The Economic Development Department has reviewed and approved the Good Faith Effort Plan submitted by EZ Bel Construction, Ltd. The contractor has committed to subcontract \$209,696 (94.014%) of the work to be performed to MBE firms. The contract provides for seventy-five (75) calendar days to complete the project. E-Z Bel Construction, Ltd. currently has eight construction contracts with the City of San Antonio through the Public Works Department in the total amount of \$28,545,628.19. A current list of projects is attached.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved Community Development Block Grant (CDBG) funded Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY04-09 Capital Improvement Program Budget. Funds in the amount of \$216,610.88 are available from Community Development Block Grant funds and \$37,909.01 are available from San Antonio Water System (SAWS) and are authorized payable as follows:

\$ 223,046.51	payable to EZ Bel Construction, Ltd. for construction expenses
\$ 18,513.75	payable for miscellaneous construction contingency
\$ 12,959.63	payable for expense recovery funds

COORDINATION

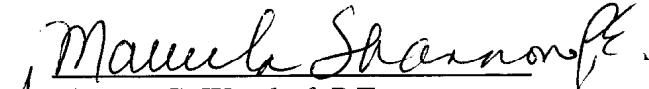
This request for ordinance has been coordinated with the Office of Management and Budget and the Finance Department.


SUPPLEMENTARY COMMENTS

This construction contract was developed utilizing the formal competitive bid process; therefore, a Discretionary Contracts Disclosure Form is not required.

ATTACHMENTS

1. Project Map
2. Bid Tabulation
3. Current Project List, E-Z Bel Construction, Ltd.
4. Economic Development Department Memorandum, dated September 30, 2003
5. Proposal
6. Contract


for Thomas G. Wendorf, P.E.
Director of Public Works


Melissa Byrne Vossner
Assistant City Manager

Approved:


for Terry M. Bréchtel
City Manager

NAVIDAD-SALINAS to MARTIN

N ZARZAMORA

N ROSILLO

N CALAVERAS

N CHUPADERAS

FLANN

N NAVIDAD

N CIBOLO

N SABINAS

N NUECES

BARNES AL

W SALINAS

W MARTIN

MORALES

BESO LN

CENTRAL

MORALES

W. HOUSTON ST.

ATTACHMENT 2
Matrix of Bid Tabulation
Navidad - Martin to Salinas

Contractor	E-Z Bel Construction, Ltd.	Pronto Sandblasting & Coating	Salinas Construction
Base Bid	\$ 185,137.50	\$ 222,645.00	\$ 205,101.42
SAWS Sewer	\$ 19,419.25	\$ 27,637.00	\$ 47,563.69
SAWS Water	\$ 18,489.76	\$ 27,207.00	\$ 57,499.80
Total	\$ 223,046.51	\$ 277,489.00	\$ 310,164.91

PROJECT LIST

E-Z BEL CONSTRUCTION, LTD.

PROJECT NAME	DISTRICT	START	COMPLETION	AMOUNT
Fleming – New Laredo Hwy. to Gerald Gerald – New Laredo Hwy. to Fleming Lovett – Fleming to Oregon	4	10/03	03/04	\$434,377
Fulton Street – Blanco to N. Flores	1	02/02	12/03	\$1,979,050
HI Lions 80 Mod. Phase III & IV	3	05/00	10/03	\$13,680,788
Houston – Bowie to Pine (MPO)	1,2	04/03	02/05	\$2,641,294
Las Moras – Travis to Salinas	1	10/03	01/04	\$226,659
Mission Trails Package 3	3	09/02	12/03	\$4,900,000
Pleasanton Road – Southcross to Mayfield	3	07/02	03/04	\$2,811,524
Waverly from Bandera to Glenmore, Phase I & II	7	10/03	10/04	\$1,871,936
TOTAL CONTRACTED AMOUNT:				\$28,545,628

City of San Antonio

Economic Development Department
Interdepartmental Memorandum

TO: William Krause, Capital Programs Manager, Public Works Department

FROM: Anita Uribe Martin, Economic Development Manager, E.D.D.

COPIES: Courtney McClure; File

SUBJECT: List of Subcontractors Submitted for the Navidad – Martin to Salinas Project

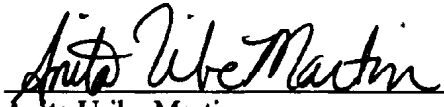
DATE: December 3, 2003

We have reviewed the Good Faith Effort Plan and List of subcontractors for the Mockert Area Navidad – Martin to Salinas project. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

Total Project Bid
\$223,046

<u>FIRM</u>	<u>CERTIFIED</u>	<u>MBE</u>	<u>WBE</u>	<u>AABE%</u>	<u>GFEP</u>
E Z	Yes	94.014%	0%	0%	Approved
Bel	(MBE)	or			
Construction		\$209,696			

If there are any questions, please call me at (210) 207-3901 or Courtney McClure at (210) 207-3913.


Anita Uribe Martin
Economic Development Manager
Small Business Outreach Division

AUM/CM

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
NAVIDAD - MARTIN TO SALINAS
IN SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Director of Public Works as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is understood and agreed that the work is to be completed in full in SEVENTY-FIVE (75) calendar days

Accompanying this Proposal is a Bid Guaranty in the amount of 5% of the
Greatest Amount Bid (GAB) Dollars (\$ 5% G.A.B.) said amount being

_____ percent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, within twenty (20) calendar days after the date of transmittal of the contract documents by Owner to Contractor, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

In the event of the award of a contract to the undersigned, the undersigned will execute same on Standard Form City Construction Contract and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance or the end of the guarantee period where so stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Director of Public Works.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Bidder is:

☐ An individual proprietorship;

☒ A partnership composed of E-Z Bel Construction, Ltd.
and E-Z Bel Holdings, LLC.

☐ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

E-Z Bel Construction, Ltd.

(Name of Bidder)

By:

Shmuel D. Garcia

(Signature)

11/12/2003

Date

ATTEST:

Kelley Gist

Vice President

(Title)

Amount of Base Bid (Insert Amount in Words and Numbers):

One hundred eighty five
thousand one hundred thirty seven and fifty cents
\$ 185,137.50

Alternates (if applicable):

(1) _____

(3) _____

(2) _____

(4) _____

E-Z Bel Construction, Ltd.

Company's Name

(210) 736-6595

Telephone No.

811 E Monte

Address

(210) 735-1842

Fax No.

San Antonio, Texas

City & State

78201

Zip Code

THE CITY OF SAN ANTONIO

CALENDAR DAY CONTRACT (CDC) (Standard Form)

THIS AGREEMENT made the 18TH day of December in the year 2003 by and between _____
E-Z BEL CONSTRUCTION, Ltd., hereinafter called the "Contractor", and the City of San
Antonio, Texas, hereinafter called the "City or the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

NAVIDAD - MARTIN TO SALINAS

Prepared by SAN ANTONIO DESIGN GROUP INC., acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in SEVENTY-FIVE (75) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
\$1,000,001 or Over	\$700.00
\$ 750,001 to \$1,000,000	\$600.00
\$ 500,001 to \$ 750,000	\$500.00
\$ 250,001 to \$ 500,000	\$400.00
\$ 100,001 to \$ 250,000	\$300.00
\$ 50,001 to \$ 100,000	\$200.00
\$ 1 to \$ 50,000	\$100.00

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials: _____
_____ Dollars, (\$ _____)

Services: _____
_____ Dollars, (\$ _____)

Total: TWO HUNDRED TWENTY-THREE THOUSAND, FORTY SIX AND
51/100 Dollars, (\$223,046.51)

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

DONE at San Antonio, Texas, on the day and year first written above.

CITY OF SAN ANTONIO

By: _____
City Manager

ATTEST:

City Clerk

IN WITNESS WHEREOF, said Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

DONE at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

E-Z BEL CONSTRUCTION, Ltd.

Contractor

ATTEST:

BY:

Michael R. Rodriguez 12/05/03
MICHAEL R. RODRIGUEZ

PRESIDENT/MANAGER

Title

Secretary

STATE OF TEXAS)

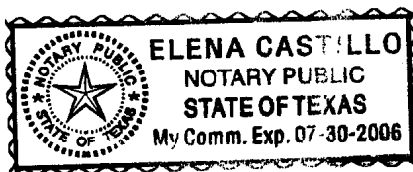
COUNTY OF BEXAR)

This instrument was acknowledged before me on this the 4th day of December 2003
by Michael R. Rodriguez President/Manager E-Z Bel a
Construction, Ltd. on behalf of said Company

Elena Castillo
NOTARY PUBLIC in and for the State of
TEXAS

Elena Castillo
NOTARY'S PRINTED SIGNATURE

7-30-2006
MY COMMISSION EXPIRES:



PAYMENT BOND

STATE OF TEXAS)
COUNTY OF BEXAR)
CITY OF SAN ANTONIO)

Know all men by these presents:

1. That we **E-Z Bel Construction, Ltd., a Partnership composed of E-Z Bel Construction, Ltd., and E-Z Bel Holdings, LLC, acting by and through Michael R. Rodriguez, President/Manager,**

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **\$223,046.51** for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

E-Z BEL CONSTRUCTION, Ltd.

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

NAVIDAD - MARTIN TO SALINAS

and for the performance and observance of diverse other matters and things in connection with said work, and, interalia, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the work provided for in said contract; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation;

3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect: and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinances.

4. It is further understood that this obligation is incurred pursuant to Vernon's Annotated Civil Statutes, Article 5160, as amended and that this obligation is for the benefit and sole protection of all persons supplying labor and materials in the prosecution of said contract.

5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this _____ day of _____ A.D. 20 _____.

6. The foregoing bond is approved and accepted
this _____ day of _____,
20 ____.

E-Z BEL CONSTRUCTION, Ltd.

By _____
Michael R. Rodriguez, President/Manager

City Manager

Surety

(SEAL)

By _____

Address of Surety for Service Purposes